

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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Jacob Langsam
Plaintiff,

vs.

Midland Credit Management INC.
Defendant

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Case No. 07-3123

**SUPPLEMENTAL AFFIRMATION OF JACOB LANGSAM IN OPPOSITION TO
DEFENDANT MIDLAND CREDIT MANAGEMENT'S MOTION FOR
SUMMARY JUDGMENT**

I, Jacob Langsam, the Plaintiff herein, affirm under penalty of perjury, state that I have knowledge of the following and state the same is true except for those matters stated "upon information and belief" and as to those matters, I believe them to be true.

1. The issue in this case is whether someone has to pay a debt when they do not owe it? I do not owe this debt.
2. I brought this action against Defendant Midland Credit Management's ("MCM"), seeking relief for MCM's violations of the Fair Debt Collection Practices Act (FDCPA) because I do not owe the debt they are trying to collect. That is why Congress passed the FDCPA.
3. My attorney gave me copies of the papers and Exhibits which were supposed to show the debt that I owe. Those papers only raise more issues of fact which must defeat the Defendants motion. They do not list my address. They do not list any charges I made, only interest on interest on interest. They are disingenuous.
4. On May 19, 2008, I called the telephone number on the alleged account statements and as seen by the transcript of the recorded conversation below, they could not tell me that this was my account, or if they had any other account statements showing

any charges (other than their own finance charges) or that there were any amounts due other than their interest on finance charges. Their motion must be denied.

I do not owe this debt.

5. The transcript of my call went as follows:

Jacob Langsam: The date is 5/19/08 at 4:45 PM.

Citibank: Welcome to Citicard. To expedite the handling of your call please touch tone voice speed your 16 digit account number now.

Langsam dials

Citibank: Please hold. For clarity and training purposes your call may be monitored and recorded.

Citibank: Thank you for calling customer service. My name is RJ. May I have your account number please?

Jacob Langsam: Yeah sure. Do you wanna spell your name real fast?

Citibank: Umm RJ sir.

Jacob Langsam: How do you spell that? With an R and J?

Citibank: That is correct sir.

Jacob Langsam: Oh okay. Um I'm calling about an account. I received a letter from a collection agent and um I'm just calling about this account. The account number is 5424-1807-2142-5939. Hello?

Citibank: May I have your name? Umm just a moment.

Jacob Langsam: Sure.

Citibank: Actually sir this account is already put as... Actually its with Midland credit management. Umm what I can do for you is transfer the call. I can give you the number to call, sir.

Jacob Langsam: Umm give me the number for Midland management?

Citibank: For assets access or for Midland credit management.

Jacob Langsam: Okay but before we go to Midland management is there anyway you can check who owns this account, who opened this account?

Citibank: I do apologize sir but umm our system does not allow us to open this account. It's already with Midland credit management.

Jacob Langsam: So you got no information on the account?

Citibank: That is correct sir.

Jacob Langsam: Gotcha. Okay what's the number of Midland?

Citibank: The number is 888- 303-3005. If you want to direct the call or transfer the call to that department?

Jacob Lagsam: No I'll call them later. Okay. Thank you very much. Bye- bye.

Citibank: Thank you for calling.

6. As seen from the above transcript, Citibank cannot verify the debt and instead they tell me to call the debt collector which also cannot verify the debt. This is a vicious circle which Congress remedied by enacting the protections of the FDCPA.

7. I must be able to present to a fact finder whether the Defendant has verified the debt and *if* there is a debt at all.

WHEREFORE For the reasons cited above, and being that there are numerous issues of disputed facts which are issues for the jury to decide, and not for the Court on Summary Judgment, Defendant's Motion for Summary Judgment should be denied and costs imposed upon Defendant.

DATED: May 19, 2008

Spring Valley, NY

/s/
Jacob Langsam

Subscribed and sworn to before me May 19, 2008

/s/

SHMUEL KLEIN
Notary Public - State of New York

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----x

Jacob Langsam
Plaintiff,

vs.

Midland Credit Management INC.
Defendant

-----x

Case No. 07-cv-3123

**SUPPLEMENTAL AFFIRMATION OF SHMUEL KLEIN IN FURTHER
OPPOSITION TO DEFENDANT MIDLAND CREDIT MANAGEMENT'S
MOTION FOR SUMMARY JUDGMENT**

I, Shmuel Klein, counsel for the Plaintiff herein, affirm under penalty of perjury, state that I have knowledge of the following and state the same is true except for those matters stated "upon information and belief" and as to those matters, I believe them to be true.

1. This Supplemental Affirmation is made in Further Opposition to Defendant Midland Credit Management's (hereinafter "MCM") Motion for Summary Judgment. The Affirmation in Opposition to Defendant MCM's Motion for Summary Judgment is hereby incorporated herein.
2. The "newly found" documents are suspect. WHY weren't they available when the Plaintiff asked to verify the debt in the first place? WHY weren't the produced from the get-go with this Court's Rule 26 REQUIRED disclosure?? I believe these documents are disingenuous and raise substantial issue of fact of their genuineness.
3. The issue here is that if you don't owe a debt, can you be made to pay it? Can a debt collector indefinitely attempt to collect a debt which you don't owe just because your dispute was after the 30 dispute period?

4. MCM cannot show through ANY document that this account belonged to Plaintiff, Jacob Langsam.

5. Plaintiff does not owe this debt (See Plaintiff's affirmation at paragraph 1).

6. Summary Judgment must be denied because there are disputed issues of fact as to whether Plaintiff owed this debt and it is for the Jury to decide whether MCM violated the FDCPA by continuing to collect a non-existing debt.

WHEREFORE For the reasons cited above, and being that there are numerous issues of disputed facts which are issues for the jury to decide, and not for the Court on Summary Judgment, Defendant's Motion for Summary Judgment should be denied and costs imposed upon Defendant.

DATED: May 20, 2008
Spring Valley, NY

/s/
Shmuel Klein (SK 7212) Fed Court Only
Law Office of Shmuel Klein, PC
Attorneys for Plaintiff
268 ROUTE 59
Spring Valley, NY 10977
(845) 425-2510

CERTIFICATE OF SERVICE

I, Shmuel Klein, an attorney admitted to practice before this Court affirms under the penalties of perjury that I am not a party to this action and that I am over the age of 18 years old. I have offices located at 268 Route 59, Spring Valley, NY and I served the within Opposition to Motion for Summary Judgment on May 21, 2008 by telefax a copy thereof to:

Thomas E. Healy
Pino & Associates, LLP
Westchester Financial Center
50 Main Street
White Plains, NY 10606

____ /s/ _____
Shmuel Klein